

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David Zelenski (SBN 231768) JAURIGUE LAW GROUP 300 West Glenoaks Boulevard, Suite 300 Glendale, California 91202</p> <p>TELEPHONE NO.: (818) 630-7280 FAX NO. (Optional) (888) 879-1697 E-MAIL ADDRESS (Optional): david@jlglawyers.com ATTORNEY FOR (Name): Plaintiff</p>	<p style="text-align: center;">FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</p> <p>STREET ADDRESS: 600 South Commonwealth Avenue MAILING ADDRESS: 600 South Commonwealth Avenue CITY AND ZIP CODE: California 90005 BRANCH NAME: Central Civil West</p>	
<p>PLAINTIFF/PETITIONER: Omar Rodriguez DEFENDANT/RESPONDENT: Hawk II Environmental Corp. et al.</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER: BC625121</p>

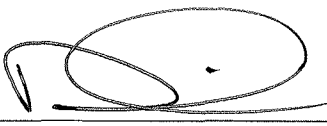
TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): August 28, 2017
2. A copy of the judgment, decree, or order is attached to this notice.

Date: August 29, 2017

David Zelenski

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Omar Rodriguez	CASE NUMBER: BC625121
DEFENDANT/RESPONDENT: Hawk II Environmental Corp. et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

Jaurigue Law Group, 300 West Glenoaks Boulevard, Suite 300
Glendale, California 91202

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): August 29, 2017
- b. from (*city and state*): Glendale, California

4. The envelope was addressed and mailed as follows:

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Name of person served:
Devon M. Lyon, LYON LEGAL Street address: 2698 Junipero Avenue, Suite 201A City: Signal Hill State and zip code: California 90755 | <ul style="list-style-type: none"> c. Name of person served: Street address: City: State and zip code: |
|--|--|

- | | |
|--|--|
| <ul style="list-style-type: none"> b. Name of person served: Street address: City: State and zip code: | <ul style="list-style-type: none"> d. Name of person served: Street address: City: State and zip code: |
|--|--|

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 7.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 29, 2017

David Zelenski

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Jaurigue Law Group
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2 Abigail A. Zelenski (SBN 228610)
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8 11111 Santa Monica Boulevard, Suite 1700
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9 Telephone: (424) 888-0848
10 Facsimile: (424) 270-0242

11 *Attorneys for Plaintiff Omar Rodriguez*

12
13 **SUPERIOR COURT OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15
16 OMAR RODRIGUEZ, individually and on behalf
of all others similarly situated,

17 Plaintiff,

18 v.

19 HAWK II ENVIRONMENTAL CORP., a
20 California corporation; and DOES 1-10,
inclusive,

21 Defendants.

Case No. BC625121

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS-
ACTION SETTLEMENT**

*Assigned to Hon. John Shepard Wiley, Jr.,
Department 311*

Date: August 28, 2017

Time: 11:00 a.m.

Place: 600 South Commonwealth Avenue,
Department 311, Los Angeles, California 90005

Date Action Filed: June 24, 2016

Trial Date: Not Set

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 28 2017

Hon. R. Carter, Executive Officer/Clerk
By: Maribel Mata, Deputy

RECEIVED
Central Civil West

AUG 04 2017

By: C. Vargas

1 In connection with preliminarily approving a class-wide Settlement reached in this Action
2 between Plaintiff Omar Rodriguez and Defendant Hawk II Environmental Corporation, the Court
3 scheduled a final approval hearing for August 28, 2017.¹ The Court directed Plaintiff to file a motion
4 for final approval by August 4, 2017. The Court also directed Plaintiff to file a motion for approval of
5 any Fee and Expense Award, as well as any Service Payment to Plaintiff, by June 12, 2017, to be heard
6 at the same time as the motion for final approval.

7 Plaintiff timely filed a “Motion for Award of Attorneys’ Fees, Reimbursement of Costs, and
8 Enhancement Award” on June 12, 2017, and a “Motion for Final Approval of Class-Action Settlement”
9 on August 4, 2017, both of which came on for hearing in Department 311 of the above-captioned Court
10 on August 28, 2017. Having read all of the papers filed in connection therewith, and having considered
11 all of the evidence and argument submitted with respect to the proposed Settlement, the Court finds that
12 the proposed Settlement is fair, reasonable, and adequate. Pursuant to section 382 of the California
13 Code of Civil Procedure and to rule 3.760 *et seq.* of the California Rules of Court, **IT THEREFORE IS**
14 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

15 1. The Court has jurisdiction over the subject matter of the Action, all claims raised therein,
16 the Parties, and the Class.

17 2. The Motion for Final Approval of Class-Action Settlement is granted; the Court certifies
18 a Settlement Class consisting of all Class Members—defined as employees of Defendant employed in
19 the State of California at any time from February 24, 2012, through January 26, 2017—who did not
20 submit, pursuant to the procedures set forth in the Stipulation of Settlement, requests to be excluded
21 from the Settlement Class; and, upon the Effective Date, all Settlement Class Members therefore shall
22 have released the Released Parties from the Class Released Claims. For the purpose of the Settlement
23 only, the Court finds that certification of the Settlement Class is appropriate because the Settlement
24 Class is ascertainable and sufficiently numerous, a well-defined community of interest exists, and there
25 are substantial benefits from certification that render proceeding on a class-wide basis superior to any
26

27 ¹ Capitalized terms used herein have the meanings set forth in the Amended Stipulation of
28 Settlement and Release, attached as Exhibit 1 to the “Declaration of David Zelenski in Support of
Plaintiff’s Motion for Final Approval Class-Action Settlement.” All references in this Order to
“Stipulation of Settlement” are to the Amended Stipulation of Settlement and Release.

1 alternatives. Furthermore, as set forth below, the Court finds that the terms of the Stipulation of
2 Settlement are fair and reasonable to the Settlement Class when balanced against the probable outcome
3 of further litigation relating to class certification, liability and damage issues, and potential appeals. In
4 addition, the Court finds that Class Counsel is experienced in wage-and-hour class-action litigation; that
5 Plaintiff's claims are typical of those of the Settlement Class; that significant investigation was
6 undertaken, and significant information was exchanged, enabling Plaintiff and Defendant to reasonably
7 evaluate one another's positions; that approving the Stipulation of Settlement will avoid the substantial
8 costs, delay, and risks that would be presented by further litigation; and that the terms of the Stipulation
9 of Settlement were the result of intensive, serious, and non-collusive negotiations between the Parties.
10 The Court therefore appoints Michael J. Jaurigue, Abigail Zelenski, and David Zelenski, all of the
11 Jaurigue Law Group, and Joseph Hekmat, of the Hekmat Law Group, as Class Counsel, and appoints
12 Omar Rodriguez as the representative of the Class.

13 3. Again, the Settlement Class consists of all Class Members who did not submit, pursuant
14 to the procedures set forth in the Stipulation of Settlement, requests to be excluded from the Settlement
15 Class. The Court finds that there are a total of 104 Class Members. The Court further finds that, of the
16 104 Class Members, only one requested to be excluded from the Settlement Class. That individual,
17 whose request for exclusion was submitted pursuant to the procedures set forth in the Stipulation of
18 Settlement, will not be bound by the Settlement or by this Final Approval Order and Judgment.
19 Furthermore, the Court finds that no Class Members submitted objections to the Settlement. These
20 findings support final approval of the Stipulation of Settlement.

21 4. Under the terms of the Stipulation of Settlement, Defendant has agreed to pay
22 \$250,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount is non-
23 reversionary, meaning that no portion of it shall revert to Defendant. The Maximum Settlement Amount
24 will be used to pay Settlement Class Members' respective Individual Settlement Payments, along with
25 the Service Payment to Plaintiff, the Fee and Expense Award to Class Counsel, the Administration Costs
26 to the Settlement Administrator, and the portion of the PAGA Payment payable to the California Labor
27 and Workforce Development Agency ("LWDA"). The amounts of the Service Payment, the Fee and
28 Expense Award, the Administration Costs, and the PAGA Payment are discussed below. After

1 deducting these amounts, the Net Settlement Amount equals approximately \$125,677.66. Based on the
2 \$125,677.66 figure and on the calculation methodology set forth in the Stipulation of Settlement, the
3 Court finds that this results in an average Individual Settlement Payment to Settlement Class Members
4 of \$1,013.00. This finding supports final approval of the Stipulation of Settlement, and the Court directs
5 that the Individual Settlement Payments be disbursed pursuant to the terms of the Stipulation of
6 Settlement.

7 5. With respect to the disbursement of Individual Settlement Payments, for any Settlement
8 Class Member who previously executed a Confidential General Release Agreement with Defendant
9 between February 17, 2016, and December 12, 2016, and received a previous settlement payment
10 therefrom, the amount of the previous settlement payment is to be deducted from the Settlement Class
11 Member's Individual Settlement Payment, with the Offset amounts being paid to the Los Angeles
12 Mission's Urban Training Institute as the *cy pres* recipient. The Court finds that this entity is focused on
13 providing adult-education services to the Los Angeles community, including helping community
14 members find gainful employment, and that this furthers the purpose of the Action, namely, the recovery
15 of unpaid wages for Los Angeles-area gas-station employees. The Court therefore finds that there is a
16 driving nexus between the Los Angeles Mission's Urban Training Institute and the Settlement Class.
17 These findings support final approval of the Stipulation of Settlement.

18 6. The Court finds that the Settlement Administrator delivered Notice Packets to the Class
19 following the procedures set forth in the Stipulation of Settlement; that the Notice Packets and the
20 procedures followed by the Settlement Administrator constituted the best notice practicable under the
21 circumstances; and that the Notice Packets and the notification procedures contemplated by the
22 Stipulation of Settlement were in full compliance with the laws of the State of California, the laws of the
23 United States (to the extent applicable), and the requirements of due process. These findings support
24 final approval of the Stipulation of Settlement.

25 7. Under the Stipulation of Settlement, \$26,667.00 is to be allocated from the Maximum
26 Settlement Amount for civil penalties under the Labor Code Private Attorneys General Act, or PAGA.
27 Pursuant to PAGA, of the \$26,667.00, three-fourths, *i.e.*, \$20,000.00, is to be paid to the LWDA; and the
28 remaining one-quarter, *i.e.*, \$6,667.00, is to be distributed to Settlement Class Members as part of the

1 Net Settlement Amount. The Court finds that this allocation comports with the PAGA payments made
2 in other wage-and-hour class-action settlements. The Court further finds that the LWDA has not
3 contested final approval of the Stipulation of Settlement. In addition, the Court finds that the Stipulation
4 of Settlement in general, and the PAGA Payment in particular, further the statutory enforcement policies
5 of the LWDA. These findings support final approval of the Stipulation of Settlement. Accordingly, the
6 Court approves the PAGA Payment contemplated by the Stipulation of Settlement, and directs that the
7 LWDA's share of the PAGA Payment be disbursed pursuant to the terms of the Stipulation of
8 Settlement.

9 8. Under the Stipulation of Settlement, Plaintiff is permitted to seek up to ~~\$7,500.00~~^{\$500.00} from
10 the Maximum Settlement Amount for an incentive-award Service Payment. Plaintiff has requested that
11 amount. The Court finds that this amount is fair and reasonable in light of the work that he provided in
12 the Action; the results that were obtained under the Stipulation of Settlement; and the risks that he
13 incurred in prosecuting the Action. The Court further finds that this amount is fair and reasonable
14 because it comports with incentive awards made in other wage-and-hour class-action settlements.
15 Accordingly, the Court approves that amount as the Service Payment, and directs that the Service
16 Payment be disbursed pursuant to the terms of the Stipulation of Settlement.

17 9. Under the Stipulation of Settlement, Class Counsel is permitted to seek up to one-third of
18 the Maximum Settlement Amount, *i.e.*, \$83,325.00, in attorney's fees, plus actual costs and expenses of
19 up to ~~\$7,500.00~~^{\$500.00}, for the Fee and Expense Award. Class Counsel has requested \$83,325.00 in attorney's
20 fees and \$6,997.34 in actual costs and expenses. The Court finds that these amounts are reasonable.
21 Accordingly, the Court approves those amounts as the Fee and Expense Award, and directs that the Fee
22 and Expense Award be disbursed pursuant to the terms of the Stipulation of Settlement.

23 10. Under the Stipulation of Settlement, the Settlement Administrator is to be paid its
24 reasonably incurred fees and expenses from the Maximum Settlement Amount for the Administration
25 Costs of the Settlement. The Settlement Administrator has requested \$6,500.00 for its fees and
26 expenses. The Court finds that this amount is reasonable. Accordingly, the Court approves that amount
27 as the Administration Costs of the Settlement, and directs that the Administration Costs be disbursed
28 pursuant to the terms of the Stipulation of Settlement.

1 11. Except as otherwise provided herein, the Parties shall bear their own costs and attorney's
2 fees.

3 12. Without affecting the finality of this Final Order and Judgment, the Court retains
4 jurisdiction over the Action, the Parties, and the Settlement Class for purposes of supervising,
5 implementing, enforcing, construing, administering, and interpreting the Stipulation of Settlement, as
6 well as any matters related or ancillary to the foregoing. To this end, the Parties are directed to file a
7 case report on ^{Aug 1, 2018} ~~January 12, 2018~~, that includes the following information: the final amount of
8 Defendant's payout under the Settlement, after adjustments (if any); the number of Settlement Class
9 Members; the total payment to the Settlement Class; the size of the average payment, minimum
10 payment, and maximum payment to the Settlement Class; the amount of the payment to Plaintiff, the
11 Settlement Administrator, Class Counsel, the LWDA, and the *cypres* recipient; and the nature and
12 resolution of any claims disputes, payment controversies, and the like.

13 13. This document shall constitute a judgment under rule 3.769 of the California Rules of
14 Court.

15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16
17 Dated: _____

AUG 28 2017

JOHN SHEPARD WILEY JR.
JOHN SHEPARD WILEY JR.

Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to
3 the within action; and my business address is 300 West Glenoaks Boulevard, Suite 300, Glendale,
California 91202.

4 On **August 4, 2017**, I served the document(s) described as **[PROPOSED] ORDER AND JUDGMENT**
5 **GRANTING FINAL APPROVAL OF CLASS-ACTION SETTLEMENT** on the interested
party(ies) in this action by delivering a true copy(ies) addressed as follows:

6 Devon M. Lyon
7 LYON LEGAL
8 2698 Junipero Avenue, Suite 201A
Signal Hill, California 90755

9 **BY U.S. MAIL:** I am readily familiar with the firm's practice of collection and processing
10 correspondence for mailing. Under that practice, an envelope(s) containing the document(s)
11 would be deposited with the U.S. Postal Service on that same day, with postage thereon fully
prepaid, at Glendale, California in the ordinary course of business. I am aware that, on motion of
the party served, service is presumed invalid if the postal-cancellation date or postage-meter date
is more than one day after the date of deposit for mailing.

12 **BY OVERNIGHT DELIVERY OR EXPRESS MAIL:** I enclosed the document(s) in an
13 envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post
14 Office for express mail, and addressed to the person(s) at the address(es) above. I placed the
envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a
15 regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post
Office.

16 **BY HAND DELIVERY:** I caused the document(s) to be delivered by hand in open court to at
least one of the individuals listed above.

17 **XXX BY ELECTRONIC SERVICE:** In accordance with the Court's ruling governing Los Angeles
18 Superior Court Case No. BC625121 requiring all documents to be served upon interested parties
via the Case Anywhere system.

19 I declare under penalty of perjury under the laws of the State of California and the United States that the
20 foregoing is true and correct. Executed on **August 4, 2017**, at Glendale, California.

21 *David Zelenski*
22 _____
David Zelenski